

US EXECUTIVE APPROVAL FORM**CUSTOMER NAME: Investors Bank & Trust Company****PARTNER/VAD NAME:****SECTION I - Approval Requests:****HQAPP Requests:**

1. Upon thirty (30) days prior written notice to Oracle and at your expense, you may audit the data center facilities operated by Oracle from which programs licensed by you are being hosted, for the sole purpose of verifying Oracle's establishment of computer and administration policies and procedures; you are responsible for any costs associated with the audit(s). You agree that any such audit must be conducted during regular business hours subject to Oracle's on-site policies and regulations and shall not unreasonably interfere with Oracle's business activities, and that audits will be conducted no more than once during a twelve-month period. You agree that all information viewed, disclosed or received as a result of your audit is confidential information subject to the terms of this ordering document.
2. Rewriting of IBT's original Hosting contract (due for renewal in May) with this new contract to give them the benefit of the combined discount - to include language where this contract will supersede the old contract. They will get credit for unused hosting services. (concept already approved by Priscilla Morgan and RevRec)
3. No more than once per year during the term of the Computer and Administration Services acquired under this order, upon written request, we will provide to you our most recent report under Statement of Auditing Standards No. 70 ("SAS 70 Report"). You agree that all SAS 70 Reports and all information contained in those reports will be treated as Oracle Confidential Information in accordance with the terms of the Agreement." (language approved by Peter Lefkowitz)
4. Discount Hold for Year 2 on the hosting
5. In the Ordering Doc, Section 1 Computer and Administration Services -
"Computer and Administration Services acquired under this ordering Document may be renewed annually, subject to Oracle's acceptance" please remove "subject to Oracle's acceptance"
6. In the ordering doc, section 1 Computer and Administration Services-
"The termination shall be effective on the thirtieth business day after the notice has been received by Oracle (the termination date). Please remove "business"
7. In the ordering doc, under technical terms
"Oracle agrees to use reasonable efforts to provide customer with written notice of renewal" - please include "written" (approved by Ossinfo and Peter Lefkowitz)
8. In the ordering doc, under Data Ownership
"Oracle may compile non-identifiable statistical or performance information related to its services and generic non-identifiable information based in..." Please include "non-identifiable"
9. Functionally equivalent support - Computer & Administration Services shall not be materially reduced for 3 years
10. Remove customer reference language from ordering document
11. Successor software rights language Subsequent Release. In the event any subsequent releases of the Programs licensed in this ordering document ("Subsequent Releases") include the same or substantially similar functionality and features of existing Program licenses that were previously acquired by you, then provided Oracle makes



such Subsequent Releases generally available at no additional license fees to all of its Customers who have maintained Technical Support, and provided you have continuously maintained (or reinstated Technical support pursuant to the then-current Technical Support policies) Technical

Support for such Programs, Oracle shall also provide you with such Subsequent Releases for no additional license fees.

TIER 1 Requests:

1. Remove \$25,000 in minimum fees for discount holds

TIER 2/3 Requests:

Previously approved requests (include date of approval):

1. Joint Venture Language
For purposes of this Ordering Document, Customer shall be defined as the company listed in the order and the affiliates of Customer which are majority owned and controlled by the company listed in the order and are specified on the attached Entity Exhibit as of the Effective Date of this Ordering Document ("Joint Venturers"). Additional Joint Venturers may be added to the Entity Exhibit upon Oracle's prior written consent. Joint Venturers shall agree to use the Programs under the terms of this Ordering Document and the Agreement before they access the Programs. Customer shall be responsible for any breach of such terms by the Joint Venturers.
2. Additional products for discount hold
 - Sourcing, iSupplier Portal, Discoverer Admin, Discoverer User Edition, Transparent Gateway, Tuning Pack, Diagnostic Pack, Change Management Pack, Active Data Dictionary, Financial Data Manager
3. Discount holds to be extended to 3 year price hold vs. 2 year
6. Specified future programs (& other products that they already own) at the same discount we are requesting for this contract off the price list in affect now –March 2003 (Property Manager, Purchasing Intelligence, Financial Intelligence, RAC, Financials, iProcurement, IAS, Purchasing, Oracle Financial Manager, Express)
7. Support Flat line for renewal year 2 and 3 and then 5% hold for years 4 & 5
8. Functionally equivalent support - Technical support shall not be materially reduced for 3 years
9. Hosting of iLearning via EBSO vs. subscription services (Tim Chou)
10. Support language for 60 day advanced notice of renewals "
"Oracle agrees to use reasonable efforts to provide Customer with notice of renewal 60 days prior to the Technical Support renewal date for the Program licenses purchased under this Ordering Document. Failure to provide such renewal notice will not constitute breach of contract."
11. Store + 30% (55% total)
12. Discount holds for 2 Years for products on this contract
13. Phased implementation for EBSO
14. EBSO Quarterly Payments in advance
15. Majorly Owned subs with our without exhibit

SECTION II – Deal Summary:

Deal Summary	
Programs	(List out all programs here)
License Discount	55 % (ebiz + 30 %) (worst case)
Support Discount	55 % (ebiz + 30 %)
Comp & Admin Discount	30%
Phased Implementation for Comp & Admin?	See checklist below and forward a spreadsheet to NASINFO/OGEHINFO Phase II will go into affect Year 2 of the contract Please reference as an exhibit on the contract to ensure the same discount for the 2 nd phase Please see attached spread sheet for phasing
Subset of Users	See checklist below and forward a spreadsheet to NASINFO/OGEHINFO
Support Options/Holds	Yes—requesting first 2 years at flat line and next 2 years at 5% cap
Price Holds	Yes – for products on this contract as well as future products & products that they already own IProcurement, Purchasing, Financials, Express Server, IAS, OFA, Express Database EE, full HR Suite, RAC, IAS, Oracle Financial Data Manager, Discoverer Admin, Discoverer Plus, Tuning Pack, Management Pack, Change Management Pack
List License	\$1,998,500
List Support	\$439,670
List Comp & Admin	\$174,960 Year 1
Net License	\$899,325
Net Support	\$197,852
Net Comp & Admin	\$122,472 Year 1
Net Total Price	Year 1 = \$1,219,649
Price List Used	Feb 2003

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	NA
Date of Price List for price hold	NA
When does price hold expire?	NA
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	NA
Name of Agreement if applicable	NA

SECTION III – Justification:

1. They are a bank and as such have very strict security rules imposed on them by their auditors.
2. We are rewriting their hosting contract in an effort to increase their discount as they are asking us to throw in disaster recovery for free due to the recent outage when they were out for 24 hours. Since we can't give them this free service, we are helping to offset this objection with the savings they will see by bundling.
3. This refers to their security policies and those imposed on them by the FDIC.
4. the phasing of this footprint takes them into year 2 as they are rolling out every HR app we have
5. The customer will act as a reference, but do not want to be contractually bound by it. They recognize that we have made many concessions on their behalf and are willing to do references for us, but are not willing to be contractually bound by this.
6. John Boucher, Area Vice President of NAS East, has been actively involved in the on going negotiations of this deal.

I am requesting this level of discounts and these concessions for many reasons:

- 1- This is a strategic account where we are completely ripping out ADP and replacing it with our entire HR/Payroll suite. IBT just went live on some of ADP's more enhanced functionality as it relates to advanced benefits and self-service and yet they are still willing to move forward with this investment not long after having made a significant investment to ADP.
- 2- We are replacing Brass Rings (Best of Breed for recruitment vendors with Oracle's iRecruitment
- 3- We are replacing ADP's eTime with Oracle's Time and Labor application
- 4- The entire HR team has experience with implementing Peoplesoft and that was their preference out of the gate. With the sponsorship of the CFO, we were able to engage in an exclusive selection with the HR folks despite their previous preference for Peoplesoft under the condition that we would give them preferred pricing. Since this was an "unbudgeted project," we needed to be priced where the CFO could justify the double expense of running ADP in parallel with the purchase of our software.
- 5- They have a historic discount of 50% for a net transaction of \$899K in license and we are looking at Net License of \$899 this time as well but we are also now including the hosting of fee of \$306K year 1 and \$402K year 2. The account feels that in the spirit of partnership, our discount should increase since they increased their commitment to us on the license side and the annual annuity that they contribute to Oracle continues to grow. They have asked for additional discount on their existing support and hosting renewals due to this increased commitment to Oracle. Since we are unable to affect those renewals, we need to offset this objection with the additional concessions we are looking to propose to this customer.
- 6- We need the price holds and additional discounts to overcome their very strong objection to the fact that they cannot combine their hosting for this deal with the hosting they signed with us last May to help bump the discount to the next discount band. Their renewal is up this May for a smaller dollar amount on hosting where they are only at a 25% discount. If you combined that renewal with this purchase, they would be at a discount of 35% for both pieces vs. 25 and 30.
- 7- This account is 100% committed to the "suite" approach and anticipates spending future dollars with us on products such as Business Intelligence, RAC, and Property Manager. It is important to them that they purchase at an aggressive discount on this purchase so that they can make those smaller purchases on an as needed basis.

- 8- For the Phased implementation that we are requesting, it is for products that these folks won't even begin implementing until this time next year. Those products are all part of Phase II.
- 9- Beyond all of this, this is a strategic win for us. It is the full HR/Payroll suite in a Financial Services account where we have historically not been overly successful.

Recommendation: *(leave blank for HQAPP to fill out)*

Submitted By: *Becky Carlson / John Boucher*

Field RM name if submitted by iSD:

R: *(leave blank for HQAPP to fill out)*

C:

L:

A:

BP:

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**PLEASE NOTE THAT HQAPP WILL NOT REVIEW ANYTHING BELOW AND NOTHING BELOW
WAS CONSIDERED FOR THEIR APPROVAL. ONLY DETAILS IN THE REQUEST SECTION
(SECTION I) ABOVE WERE CONSIDERED IN THE APPROVAL GRANTED.**

SECTION IV – Computer and Admin Services:*(Delete this section if not applicable)*

If Computer and Administration Services or Administration Services are being ordered please provide information below:

Does this deal include Phased Implementation? Yes	
License minimums met at each implementation phase? Yes	
Is customer purchasing the Ebusiness Suite? If so what is the total employee population? NO	
Is the 20% rule met in each phase? NA	
Is the 10% professional user rule met in each phase? NA	
Computer and Administration or Administration Services hosting minimums met at each implementation phase? YES (\$6,000 monthly for C&A and \$4,000 monthly for Admin for EBSO only (\$6,000 monthly for C&A for Collaboration Suite) (\$12,000 monthly for C&A for EBSO and OTO and \$8,000 monthly for Admin only for EBSO and OTO) Example: A customer wishes to purchase Computer and Administration Services for 9i and Financials. The net annual fees for 9i are \$65K and the net annual fees for Financials are \$100K. An incremental fee is not required since the total fees of \$165K are greater than the \$144K annual minimum Note: If a customer is purchasing a database/ias license simply to be in compliance with E-Business Suite requirements (e.g. they are making modifications), they must purchase Outsourcing for the database/ias as well the E-Business Suite application, but this is not considered Technology Outsourcing and they only need to meet the E-Business Suite minimums of \$48,000 for Administration Services only and \$72,000 for Computer and Administration Services. On the other hand, if the customer is specifically implementing 9iAS/9i functionality such as Portal or Data Warehouse in addition to E-Business Suite, that is considered Technology Outsourcing and the customer must meet the minimums for both Technology and E-Business Suite Outsourcing. Thus, the minimums would be \$96,000 for Administration Services only and \$144,000 for Computer and Administration Services. The customer must be in compliance with database licensing requirements	
Does this deal have a subset of users? NO	
What is the entire License set? What is the justification for a subset?	
Standard Ordering Document Terms? YES	
Standard pricing? YES	
Is Customer using the Certified Configuration (applies to Admin only)? YES	
Administration Services or Computer and Administration Services: computer and admin	
Applications or Technology or both: apps	
Customer email address (required): dawn.socha@ibtco.com	
Service Implementer (required): OCS	
For existing licenses - (NOTE: Validation of existing licenses and support must be obtained from licmgmt@us.oracle.com)	CSI Number _____ Original License Agreement _____ Original Order Entry No. _____ Date of Original License Purchase _____
Are additional users being purchased for applications that are already hosted? NO	
Is this purchase of Administration Services or Computer and Administration Services by a customer who is purchasing Outsourcing for additional products which were not previously hosted? NO	
Are any self-service apps for use outside the firewall being purchased? NO	
Did customer purchase FastForward OnLine Financials RPM (5 day implementation preconfigured general ledger)? NO	
Is customer purchasing an iLearning Subscription? NO	

SECTION V – Ordering Document Details**Instructions – Fill in all sections completely.****APPROVAL REQUIREMENTS** – Refer to the Approval Matrix at <http://esource.oraclecorp.com>**PRICING REQUIREMENTS** – Refer to Price List and Price List Supplement for minimums and prerequisites.**PRICING SPREADSHEET** – Include a pricing spreadsheet showing all products, quantities, license types, pricing, and discounts. Indicate if discount for drafting contract differs from approved discount.**MIGRATIONS** – If your deal contains a migration, you must submit a Migration Worksheet to the ELM (eBusiness License Migrations) team. Refer to <http://nafo.us.oracle.com> under the Contract Management tab and e-Business License Migrations header to download the spreadsheet and for additional information.**Note: All business approvals & quotes are valid through the quarter they were approved, unless a formal RFP or Tender requires a longer validity period.**

General Information	
Contract requested by (insert date): After all approvals are obtained – Allow 24 hours for standard contracts and 48 hours for non-standard contracts.	Becky Carlson
Opportunity I.D. (OSO Number):	951911
Is this a ship order?	Yes <input checked="" type="checkbox"/> No (does it have to be?) <input type="checkbox"/>
Deal Structure (indicate Direct, Pass-Through, Sublicense, or Trial License):	direct
Is this deal the result of a compliance issue that LMS has been involved in?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does deal contain new licenses with an <i>approved</i> non-supported license type (i.e. metric is not nor ever has been on Oracle's price list):	Yes (specify non-supported license type and eBusiness license type used to determine conversion) <input type="checkbox"/> X No
Quote Valid Through (insert date):	2/28/03
Partner (insert name, if applicable)?	Margin or % of net license fees <input type="checkbox"/> NO <input type="checkbox"/>
VAD (insert name, if applicable)?	Margin or % of net license fees <input type="checkbox"/> NO <input type="checkbox"/>
PARTNER PAYMENT: If this is a direct deal, does it involve a Partner Referral Fee?	Yes <input type="checkbox"/> X No
If yes, specify payment type:	Applications Affiliate Fee <input type="checkbox"/> ROP Fee (GB Use Only) <input type="checkbox"/>
MIGRATIONS OR UPDATES:	Yes <input type="checkbox"/> X No
PREMIUM SERVICES:	Yes <input type="checkbox"/> X No
INCIDENT PACKS:	Yes <input type="checkbox"/> X No
INTERNATIONAL: Requires an International Notification Form to be forwarded to your manager, contract specialist, and NASINFO or OGEHINFO.	X Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Payment Terms:	X Net 30 <input checked="" type="checkbox"/> Other (Specify) <input type="checkbox"/>
Referenced Agreement:	New OLSA <input type="checkbox"/> X Other (Specify) SLSA_32520-24-Nov-98 <input checked="" type="checkbox"/>

Customer and Administrative Information – all fields must be filled in	
Customer's EXACT Legal Name:	Investors Bank & Trust Company
Business Address:	200 Clarendon Street
City / State / Zip:	Boston, MA 02116
Customer Contract Admin:	Dawn Socha
Phone #:	617-330-6700
Fax #:	
E-mail ID:	Dawn.socha@ibtco.com
Billing Contact:	same
(Partner/VAD if Indirect):	
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
E-mail ID:	
Tax Status :	Exempt ____ (Need certificate for ship to state if not on Oracle's Tax Exemption Log)
	Non-Exempt <i>X</i>
Shipping Contact:	same
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
E-mail ID:	
Technical Support Contact:	same
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
Email ID:	
Partner Name (Indirect):	none
Address:	
City / State / Zip:	
Contact Admin:	
Phone #:	
Fax #:	
E-mail ID:	

Education (EPPC)	
Education Prepaid Credit Amount:	\$ _____
Education Discount:	_____ %
Education Revenue:	\$ _____
Education Sales Rep:	Karen Kurtiac

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PROCESSOR/NAMED USER PROGRAMS/COMPUTER PROGRAMS (REQUIRED INFORMATION)

Make and Operating System required for each program:

Make:

OS:

PROGRAMS:

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Applications			
Will applications be modified:	Yes	<input checked="" type="checkbox"/> No	
Will users be accessing modified Apps from the web:	Yes	<input checked="" type="checkbox"/> No	
Have all prerequisites been included:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Will users use Fast Forward RPM:	Yes	<input checked="" type="checkbox"/> No	
Will applications be hosted:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Indicate database that Apps will run on:			
Indicate CSI for existing prerequisite database and tools:			

Options not requiring HQAPP, Tier 1, or Tier 2 Approval	
(1)	
(2)	
(3)	
(4)	

Internal Administrative Information	
Applications Sales Manager	Becky Carlson
Technology Sales Manager	David Roome
Account Manager	Becky Carlson
iSD Rep	Brian Rader
Education Sales Rep	Karen Kurtiac
Support Renewals Rep	
Premium Support Rep	
Migrations Manager	Christa Ezell
Is there a teaming agreement?	<input type="checkbox"/> Yes (if yes, list all appropriate reps) <input checked="" type="checkbox"/> No
Requester:	Name: <u>Becky Carlson</u> Business Telephone: <u>781-522-3569</u> Cell Phone: <u>401-864-0268</u>